

Octavus Office & Service Berlin GmbH
Terms of Contract for Business Connect Service

Octavus Business Center, Leipziger Platz 15

§ 1

Use of the Business Connect Services

Octavus renders the following services to its customers at the above premises:

1. We receive post addressed to the customer. Depending on the customer's instructions we either keep it for him or forward it to the address specified in section 8 of the service agreement or any other address within Germany as specified by the customer. Registered mail will not be forwarded automatically. In this case the customer will be informed on the day of receipt via email in order to inform Octavus by written reply the requested procedure. In case more than 50 postal items a day addressed to the customer are received by Octavus, the customer will be charged 20% of the postage as a fee for the excess items; Octavus will not receive items exceeding 5 kg in weight, 50 cm in length or 0.03 cubic meters in volume; Octavus reserves the right and does so without giving any explanation to (a) destroy all postal or other items that are not collected and/or not forwarded as stipulated by this contract, (b) refuse acceptance of an unreasonable amount of items. Employees of Octavus will refuse acceptance of all mailings and items after termination of this contract.
2. The customer is furnished with his own telephone line (subject to charge) with a mailbox and/or a personalized answering machine. In case further telephone lines are required by the customer these will be charged separately; if telephone calls are to be answered in person, Octavus is only required to do so at a rate of 39 calls per month. Each additional call will be charged with 1,20 EUR plus VAT.
3. If so desired by the customer, Octavus will transfer calls to the telephone number given by the customer within Germany. Telephone fees to be caused by transfer calls will be charged to the customer. Up to three of the customer's staff members are permitted to leave one telephone number each to which calls may be transferred directly. The customer and/or his employees may change such telephone numbers by informing Octavus in writing during regular office hours as stated in para. 4, whereby such changes may become effective at the earliest on the following working day. If a number is changed more than once within a period of 7 days, Octavus will charge a fee of 25€ for each additional change.
4. In case Octavus' staff is required for the forwarding of mail and transfer of messages, this will be done from Monday to Friday between 8:30 and 18:00, excluding public holidays, and will be charged by Octavus according to the rate applicable at that time.

§ 2

Additional Services

1. The following additional services are available to the customer and will be charged separately (called "additional services" hereunder):
 - a) secretarial services;
 - b) catering;
 - c) further business services as offered by Octavus.
2. Additional services are rendered on working days between 8:30 and 18:00, excluding public holidays, and will be charged by Octavus according to the rate applicable.
3. Additional services may be ordered in advance. Octavus cannot guarantee that such services will be available.

§ 3

Use of Office Space and Conference Rooms

The customer is entitled to use the Octavus office space and conference rooms according to the terms of a separate agreement to be concluded, whereby the following shall apply:

- a) said areas are to be used for commercial purposes only,
- b) these areas are not to be modified; the customer is required to notify Octavus immediately in writing of any damage caused either by himself, his employees or visitors,
- c) the customer is liable for any damage caused either by himself, his employees or visitors,
- d) the interests of other users are to be considered when using common areas,
- e) pets are not permitted in the office and conference rooms,
- f) office space and conference rooms are to be used solely by the customer and are not to be sublet.

§ 4

Customer's Liabilities

1. The customer is not permitted personally or through third parties to either send or deliver any harmful, dangerous or bulky items to the Octavus office.
2. The customer is not permitted to conduct any immoral or illegal business.

§ 5

Fees, Payment Terms

Fees for the use of the Business Connect Service as stipulated in section 2 of the service agreement plus VAT are to be paid to Octavus in advance on a monthly basis. All other fees are to be paid without delay according to the Octavus rates applicable. Payment is to be made either by bank transfer or direct debit authorisation. The customer is required to state the method of payment in section 4 of the service agreement.

§ 6

Deposit

1. Payment of the deposit generally amounting to three months' fees (as stipulated in section 2 of the service agreement) is due upon signing of the contract.
2. The deposit payable to Octavus serves as security for all present or future claims which Octavus may have in regard to the Business Connect contract concluded between Octavus and the customer, especially regarding fees due, as well as damages and claims resulting from unwarranted enrichment (§§ 812 ff BGB).
3. Unless utilised for other purposes, the customer is to be reimbursed with the deposit within 30 days from termination of the contract.
4. In case additional services charged separately on a monthly basis exceed 50% of the deposit amount, Octavus is permitted to increase the deposit amount accordingly.
5. Octavus cannot be required to administer deposits in a separate account.

§ 7

Delayed Payments, Exclusion from Use of the Business Connect Service

1. If payment of fees due, the deposit or an increase of deposit is delayed by 7 days, Octavus reserves the right
 - (a) to withhold all correspondence not yet forwarded and
 - (b) to exclude the customer from using the Business Connect Service and other services until payment has been received.
2. In case of repeated delays in payment or late payment of an amount exceeding the monthly user's fee (§ 5), Octavus reserves the right to terminate the contract.
3. Interest on arrears is charged with 8 % percentage points over the prime rate. Further action may be taken to secure damages caused by late payment.

§ 8

Contract Period and Termination of Contract

1. This contract is concluded for a minimum of 6 months starting from the date stipulated in section 5 of the service agreement. Octavus reserves the right to terminate the contract prior to this date, if this is explicitly provided for under the terms of this contract. Should neither party give notice, the contract period will extend until such time that notice is given. Notice may be given in writing with a three month notice period to the end of the month.
2. This does not affect the right to terminate the contract without notice at any time under extenuating circumstances. Furthermore, Octavus reserves the right to terminate the contract in writing without notice, if insolvency proceedings have started against the customer, or if the customer has given an affidavit to that effect.
3. Irrespective of item 1, the customer is entitled to terminate the contract within 2 weeks from the signing of the contract if he is not satisfied with the Octavus service. In this case, Octavus has to reimburse the deposit and the usage fee (§ 5), whereby any service rendered and any unpaid additional services according to § 2 are to be deducted.
4. The Business Connect fee may be increased by Octavus Office & Service Berlin GmbH annually by 7% based on the service fee of the previous 12 months or at least by the amount of the inflation rate of the previous year if the inflation is higher than 7%.

§ 9

Liability and Insurance

If not stipulated otherwise in this contract, Octavus is only liable for violation of contractual obligations or obligations exceeding the contract in case of deliberate or gross negligence. This applies in particular to claims resulting from unforeseen events, delay, violation of extra contractual obligations and inadmissible deeds, and also extends to claims resulting from warranty rights by the customer. Octavus is only liable for claims resulting from deliberate or gross negligence by non-executive personnel, if such personnel have neglected a vital contractual obligation.

§ 10

General Conditions

1. The customer's rights resulting from this agreement are not transferable.
2. Should a term of the Business Connect contract or of this contract be or become null and void, this will not affect the validity of the other conditions. Instead, the respective term is to be replaced by a term to reflect the commercial goals of the parties to the contract. The same applies to any possible further contract terms.
3. This contract is subject to German law only.

By signing the main contract, the conditions listed here are recognised.